UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case Number: 22-21986-CIV-MARTINEZ

STACY HOVAN,

Plaintiff,

v.

METROPOLITAN LIFE INSURANCE COMPANY,

Defendant.
_____/

OMNIBUS ORDER ON MOTIONS FOR SUMMARY JUDGMENT

THIS CAUSE came before the Court upon Stacy Hovan's ("Plaintiff") Motion for Summary Judgment ("Plaintiff's Motion"), (ECF No. 26), and Metropolitan Life Insurance Company's ("MetLife" or "Defendant") Cross Motion for Summary Judgment ("Defendant's Motion"), (ECF No. 29). Plaintiff brought this action under the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. 1001, *et seq.*, specifically § 1132(a)(1)(b), due to Defendant's termination of Plaintiff's long-term disability ("LTD") benefits. (ECF No. 1 at ¶ 1.) After careful consideration and for the reasons set forth herein, Plaintiff's Motion is **DENIED** and Defendant's Motion is **GRANTED**.

I. FACTUAL BACKGROUND[1]

Plaintiff was employed by the law firm of Troutman Sanders, which sponsored an employee welfare benefit plan that provided long-term disability coverage (the "Plan"). (Plaintiff's

[1] The following pertinent facts are undisputed unless otherwise noted. When the facts are in dispute, they are taken in the light most favorable to the respective non-movant. *See Café La Trova LLC v. Aspen Specialty Ins. Co.*, 519 F.Supp.3d 1167, 1174 (S.D. Fla. 2021).

Statement of Material Facts ("PSMF"), ECF No. 27 at ¶ 1.) The coverage was provided through a group insurance policy (the "Policy") issued to Troutman Sanders by MetLife, which acted as claim administrator for the Plan. (*Id.*) The Plan provided MetLife with discretionary authority "to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan." (The Parties' Joint Statement of Undisputed Facts ("JSMF"), ECF No. 28 at ¶ 2.) MetLife was obligated to pay benefits to a covered employee who becomes Disabled, as defined in the Policy, and remained Disabled throughout and beyond the 90-day elimination period. (PSMF, ECF No. 27 at ¶ 3.) The Policy defines "Disability" as follows:

> **Disabled** or **Disability** means that, due to Sickness or as a direct result of accidental injury:
> - You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
> - You are unable to earn:
>   - more than 80% of Your Predisability Earnings at Your Own Occupation from any employer in Your Local Economy; and
>   - unable to perform each of the material duties of Your Own Occupation.

(JSMF, ECF No. 28 at ¶ 4.) The Policy further defines "Own Occupation" as: "the duties that You regularly perform and that provides Your primary source of earned income. For Attorneys, Own Occupation means the specialty in the practice of law in which You were engaged just prior to the date the Disability started. Such job is not limited to the specific position You have with the Policyholder or could have with any other employer." (*Id.* at ¶ 5.) Benefits for a disability arising from a mental disorder are limited to a maximum of 24 months. (PSMF, ECF No. 27 at ¶ 6.) Further, the Policy states that following MetLife's initial approval of an LTD claim: "To verify that You continue to be Disabled without interruption after Our initial approval, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews or functional capacity exams, as needed." (JSMF, ECF No. 28 at ¶ 7.)

Prior to claiming disability, Plaintiff was employed by Troutman Sanders as a litigation attorney, with a practice that included complex business litigation, class actions, intellectual property disputes, and commercial arbitration proceedings. (*Id.* at ¶ 8.) Plaintiff's occupation, as described by MetLife, required her to be able to "focus and concentrate, make appropriate decisions using critical thinking skills, solve complex problems, interact appropriately with clients, coworkers, and judges, multitask, and be able to handle [her] workload." (*Id.* at ¶ 9.) Plaintiff ceased work as of February 25, 2019 due to her diagnosed condition of bipolar disorder, the symptoms of which included depression, crying spells, mania, mood dysregulation, anxiety, racing thoughts, impulsivity, panic attacks, inability to concentrate, and inability to control emotions. (PSMF, ECF No. 27 at ¶ 10.) She began seeing psychiatrist Michael Lara, M.D. that same month, followed by five sessions with therapist Amy Sargent from April-May 2019. (Defendant's Statement of Material Facts ("DSMF"), ECF No. 30 at ¶ 2.)

At her first visit with Dr. Lara in February 2019, Plaintiff reported that she had been previously diagnosed with bipolar disorder in 2005, when she was hospitalized for mania twice and prescribed medications, which she took with good response for two years before ceasing medication in 2007 (the same year she started law school); however, she reported a slow re-emergence of manic symptoms over the past year. (DSMF, ECF No. 30 at ¶ 3.) Plaintiff reported that her recent episode of mania had been induced by stress at work including trial work and the stress of raising her son. (*Id.* at ¶ 4.) Plaintiff noted a major stressor had been the arrest of her 15-year-old son for marijuana possession and shoplifting, and she had purchased an RV and was contemplating living/traveling across the county while homeschooling her son. (*Id.* at ¶ 5.) Therapist Sargent noted "the planning, foresight, and pros/cons weighed in recent [RV] purchase seems counter to a manic episode." (*Id.* at ¶ 6.)

After claiming disability, Plaintiff advised MetLife that she (a) had constant crying spells, (b) was "easily overwhelmed" by work assignments, (c) had "inaccurate judgment" and could not make appropriate decisions, and (d) required supervision at work when she was expected to be "self-reliant." (PSMF, ECF No. 27 at ¶ 11.) Plaintiff's LTD claim was supported by an Attending Physician Statement dated April 23, 2019, from Dr. Lara. Identifying a primary diagnosis of bipolar disorder, Dr. Lara advised that Plaintiff suffered from "impaired judgment" and "poor decision making" as well as mood swings and racing thoughts. Dr. Lara certified that Plaintiff was "able to engage in only limited stress situations and … limited interpersonal relations." (*Id.* at ¶ 12.) Dr. Lara recommended that Plaintiff not return to work until her symptoms were well-controlled. (DSMF, ECF No. 30 at ¶ 9.) Based on her symptoms, MetLife determined that Plaintiff was "unable to carry out" her occupational duties. Plaintiff's LTD claim was therefore approved, with benefits commencing as of June 1, 2019. (PSMF, ECF No. 27 at ¶ 13.)

On June 6, 2019, Plaintiff was admitted to a mental health Intensive Outpatient Treatment program at Mills Health Center in San Mateo, California, pursuant to referral by treating providers. As stated in the admission note, Plaintiff had recently experienced a "manic episode" during which she "bought an RV" and "planned to quit her job, and … travel around the country." Plaintiff was noted to have a history of two suicide attempts. Following an examination of Plaintiff, psychiatrist Milada Urban, M.D. certified that "partial hospitalization and/or outpatient services are medically necessary" due to Plaintiff's symptoms of mania, occupational dysfunction, social isolation, and socially inappropriate behaviors. Plaintiff proceeded to take part in the Intensive Outpatient Program until July 24, 2019. (*Id.* at ¶ 14.)[2]

[2] Defendant disputes this statement to the extent that "Plaintiff implies that a medical professional had diagnosed her as having a manic episode when she bought an RV." (Defendant's Response to Plaintiff's Statement of Material Facts ("Def.'s Resp. to PSMF"), ECF No. 35 at ¶ 14.) The

In June 2020, after MetLife stated it was unable to obtain treatment notes from a treating psychiatrist who maintained sparse records, Plaintiff's counsel advised MetLife that Plaintiff would "gladly present herself" for an independent medical examination if MetLife wished to verify her current psychiatric condition. (*Id.* at ¶ 15.)

From September 22, 2020, until October 16, 2020, Plaintiff was admitted to a partial hospitalization program at PeakView Behavioral Health ("PeakView"), a psychiatric facility in Colorado Springs, Colorado. (*Id.* at ¶ 16.) While at PeakView, Plaintiff described herself as tending to be "calm one minute and angry and crying the next." She stated that she would frequently lose her temper and then start "wishing she were dead." Plaintiff also described visual hallucinations in the form of a "matrix of light" that sometimes "makes patterns, like a face." (*Id.* at ¶ 17.)[3] Psychiatrist Sohail Punjwani, M.D. listed diagnoses of bipolar disorder, generalized anxiety disorder, and post-traumatic stress disorder, with symptoms of "anger, depression, anxiety, visual hallucinations, intrusive thoughts, avoidance, impulsivity, startle response, [and] hyper-vigilance." (*Id.* at ¶ 18.)[4] Plaintiff was noted to have tried "many" mental health medications in the past, including but not limited to Abilify, Seroquel, Lithium, Lamictal, Lexapro, Depakote, Klonopin, Prozac, Remeron, and Wellbutrin. (*Id.*) Dr. Punjwani also completed a "Behavioral Health Supplemental Assessment Form" furnished by MetLife. Advising that he had reviewed Plaintiff's

---

document cited by Plaintiff in support of the statement plainly states: "Pt was given referral for treatment following a manic episode in where Pt had plans to sell her home, buy an RV, quit her job, and to travel around the country." (Administrative Record ("AR"), ECF No. 22-2, pg. 167.)

[3] Defendant disputes this statement "to the extent that Plaintiff implies that these were her symptoms throughout her treatment at PeakView [. . .]." (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 17.) The Court does not read Plaintiff's statement to imply that these were her symptoms throughout her treatment.

[4] Defendant disputes this statement "to the extent that Plaintiff implies that these were her symptoms on discharge from PeakView [. . .]." (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 18.) The Court does not read Plaintiff's statement to imply that these were her symptoms on discharge.

job description, Dr. Punjwani opined that Plaintiff could not "perform the same job" either in another department of the same company or for a different company during the time of her treatment. Dr. Punjwani further stated that Plaintiff's mental impairment "significantly affects [her] ability to function." (*Id.* at ¶ 19.)[5] Dr. Punjwani indicated Plaintiff had no restrictions or limitations in the following activities of daily living: driving, making decisions regarding finances or legal matters, completing household chores/tasks, shopping, attending school, travel out of state, and "other"; however, he did indicate she had restrictions and limitations in caring for others because she was undergoing PHP treatment. (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 33.)

After completing the program at PeakView, Plaintiff denied "anxiety or depression, … visual or auditory hallucinations" and was considered to be "stable," alert, and awake, with logical thought process, appropriate affect, euthymic mood, clear/goal-directed association, and normal attention/concentration upon discharge. (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 18.) Dr. Punjwani reported Plaintiff's prognosis to be good and, with respect to work functionality, Dr. Punjwani opined that her "impairment affects but does not preclude ability to function." (*Id.* at ¶ 34.)

In November of 2020, Plaintiff began treatment with therapist Sherrie Stevens, LCSW. On November 18, 2020, Plaintiff advised Ms. Stevens that she "struggles with functioning" and "wishes that she had never been created." Plaintiff further advised that she "struggles with depressed mood daily" and that the "suffering is overwhelming." (PSMF, ECF No. 27 at ¶ 20.)[6]

---

[5] Defendant disputes this statement "to the extent Dr. Punjwani's statement is taken out of context, in that his opinion of functionality "where applicable to the employee's job" was "2 (Impairment affects but does not preclude ability to function)" with regard to the "ability to maintain safety of self and others," "ability to maintain appropriate control of emotions," and "ability to maintain focus/attend/concentrate throughout a normal work day." (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 19.)

[6] Defendant disputes this statement "to the extent statements are taken out of the context in which they were made, which was in an intake questionnaire." (Def.'s Resp. to PSMF, ECF No. 35 at ¶

On December 14, 2020, Ms. Stevens noted that Plaintiff described having recently been "really high and really low" emotionally. Plaintiff advised Ms. Stevens that she had "spiraled down into a dark place" and had experienced suicidal ideation the previous night. (*Id.* at ¶ 21.) On January 13, 2021, Plaintiff informed Ms. Stevens that "her son [had] decided to move back to California … she is considering packing up her RV and going south once her son leaves – she is calling it a 'Vision Quest'" and "client believes she healed from depression [with respect to] a vision while [meditating]." (*Id.* at ¶ 22; Def.'s Resp. to PSMF, ECF No. 35 at ¶ 22.) In a therapy session on January 20, 2021, Plaintiff described "feelings of mania" and episodes of "irritability related to being manic." Ms. Stevens listed active symptoms of anxious mood, depressed mood, and mania. (PSMF, ECF No. 27 at ¶ 23.)

At every office visit, Ms. Stevens noted that Plaintiff's cognitive functioning was "oriented/alert," her affect was "appropriate," her "interpersonal" was "interactive," and her functional status was "intact." Ms. Stevens observed Plaintiff's mood fluctuate throughout treatment. (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 38.) In the eleven treatment sessions following Stevens' intake sessions, Plaintiff twice reported passive suicidal ideation with no plan or intent; she never reported active suicidal ideation to Stevens. (*Id.* at ¶ 39.) Ms. Stevens updated her diagnosis of Plaintiff from "major depressive disorder, recurrent, moderate" to "mood disorder" in January 2021. (*Id.* at ¶ 40.)[7]

20.) The Court finds that the "context" does not make Plaintiff's statement any less accurate, but notes Defendant's opposition regardless.

[7] Defendant further states that Ms. Stevens "never had enough information to diagnose [Plaintiff] with bipolar disorder." (*Id.*) However, Plaintiff disputes this statement because bipolar disorder is a mood disorder. Further, Plaintiff states her diagnosis of bipolar disorder was independently confirmed by three different psychiatrists in 2019-2020. (Plaintiff's Reply Statement of Material Facts ("Pl.'s Reply"), ECF No. 41 at ¶ 40.)

In correspondence dated January 27, 2021, MetLife notified Plaintiff of the decision to terminate benefits effective October 16, 2020, the date of her discharge from PeakView. In explaining the decision, MetLife cited, among other things, that some of therapist Stevens' notes described Plaintiff as being "alert and oriented, affect appropriate, mood depressed, interactive and functional status intact." The company further stated that there were "no indicators of psychiatric severity that would warrant psychiatric restrictions, such as active suicidality or homicidality with active intent, plan and lethality, recent suicide attempts, florid psychosis, cognitive impairment, or impaired thought process or content." The correspondence did not discuss the duties or mental demands of Plaintiff's occupation as a litigation attorney, instead merely describing her job as physically "sedentary." (PSMF, ECF No. 27 at ¶ 24; Def.'s Resp. to PSMF, ECF No. 35 at ¶ 24.)

On February 3, 2021, therapist Stevens "engaged [Plaintiff] in discussion about possible elevated mood" and "explored possible indications that she may be experiencing elevated mood (mania)." One week later, Ms. Stevens described Plaintiff as "agitated." (PSMF, ECF No. 27 at ¶ 25; Def.'s Resp. to PSMF, ECF No. 35 at ¶ 25.) On February 17, 2021, Ms. Stevens noted that Plaintiff's mood was "elevated," listed active symptoms/impairments of "anxious mood, depressed mood, and mania," and discussed with Plaintiff the impact of her ketamine treatments on mood and the prognosis of future treatments. (PSMF, ECF No. 27 at ¶ 26; Def.'s Resp. to PSMF, ECF No. 35 at ¶ 26; AR, ECF No. 22-1, pg. 58-89.) In a session with Ms. Stevens on March 3, 2021, Plaintiff described "cycling more with mania." Plaintiff was noted not to be taking any medications, as she did not "feel a need" for any. Ms. Stevens listed "mania" as an active symptom. (PSMF, ECF No. 27 at ¶ 27; Def.'s Resp. to PSMF, ECF No. 35 at ¶ 27.)

Plaintiff, through counsel, appealed the benefits termination decision in correspondence dated July 30, 2021. Counsel invited MetLife to evaluate Plaintiff, stating "If MetLife believes the

treating providers to be liars, it should back it up by actually having an appropriate doctor meet with and evaluate Ms. Hovan." (PSMF, ECF No. 27 at ¶ 28; Def.'s Resp. to PSMF, ECF No. 35 at ¶ 28; AR, ECF No. 22-1, pg. 588.) In a letter dated August 10, 2021, MetLife advised Plaintiff's counsel that while the Policy allowed MetLife to arrange an independent examination, it did not "require MetLife to do so." (PSMF, ECF No. 27 at ¶ 29.) In Plaintiff's appeal, the only new medical records provided were records from therapist Stevens indicating once weekly 55-minute visits for the period January 6, 2021 to March 3, 2021, which records did not contain an opinion as to any occupational restrictions or limitations. (DSMF, ECF No. 30 at ¶ 38.)

MetLife commissioned a file review by consulting psychiatrist Sarah Ghebrendrias, M.D., whose report was dated August 13, 2021. Without ever seeing or speaking with Plaintiff, Dr. Ghebrendrias opined that "restrictions and limitations are not supported" and that Plaintiff was capable of working on a "full-time basis" after October 16, 2020. In explaining this conclusion, the reviewer advised that there was "no evidence of psychomotor agitation, psychosis, delusions, hallucinations, lack of motivation, loss of appetite, homicidality, suicidality (intent or plan), self-destructive behaviors, or involuntary hospitalization due to a psychiatric emergency." Dr. Ghebrendrias' report made no mention of the duties or demands of Plaintiff's occupation as a commercial litigation attorney. (PSMF, ECF No. 27 at ¶ 30; Def.'s Resp. to PSMF, ECF No. 35 at ¶ 30.) In correspondence dated August 27, 2021, MetLife notified Plaintiff of the decision to uphold on appeal the termination of benefits, based largely on Dr. Ghebrendrias' file-review report. Although MetLife noted that Plaintiff's litigation practice included responsibility for "complex litigation, class actions … intellectual property disputes and commercial arbitration cases," the company's letter did not mention any of the mental demands of her occupation; nor did it explain how she was capable of meeting such demands. (PSMF, ECF No. 27 at ¶ 31.)

Plaintiff, who was represented by counsel throughout her entire claim, never provided any statement by Therapist Stevens in support of her claim or a completed behavioral assessment form by Stevens. (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 35.)[8] MetLife paid Plaintiff disability benefits through the date of her discharge at PeakView (October 16, 2020); her benefits were terminated effective that date, meaning that she received no benefits beyond that date and that the determination at issue in this suit is whether she met the Plan definition of disability as of October 17, 2020. (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 43.)

II. LEGAL STANDARD

In an ERISA benefits denial case, the Court functions "more as an appellate tribunal than as a trial court." *See Curran v. Kemper Nat. Servs., Inc.*, No. 04-14097, 2005 WL 894840 at *7 (11th Cir. 2005) (internal quotation and citation omitted). Therefore, "[i]n the ERISA context, motions under Rule 52 or under Rule 56 are nothing more than vehicles for teeing up ERISA cases for decision on the administrative record." *Graham v. Life Ins. Co. of N. Am.*, 222 F. Supp. 3d 1129, 1137 (N.D. Ga. 2016) (internal quotation and citations omitted). The court "does not take evidence, but, rather, evaluates the reasonableness of an administrative determination in light of the record compiled before the plan fiduciary." *Curran*, 2005 WL 894840 at *7. Thus, there "may indeed be unresolved factual issues evident in the administrative record, but unless the administrator's decision was wrong, or arbitrary and capricious, these issues will not preclude summary judgment as they normally would." *Pinto v. Aetna Life Ins. Co.*, No. 09-01893, 2011 WL 536443, at *8 (M.D. Fla. Feb. 15, 2011); *see also Turner v. Am. Airlines, Inc.*, No. 10-80623, 2011

[8] Plaintiff disputes this statement to the extent that "Defendant never informed [Plaintiff] that a statement or form from Ms. Stevens was required as a condition of benefits. Instead, Defendant's initial denial letter stated only that [Plaintiff's] appeal should include 'any additional information, documents, or records that you believe are necessary for us to consider.'" (Pl.'s Reply, ECF No. 41 at ¶ 35.)

WL 1542078 at *4 (S.D. Fla. Apr. 21, 2011) ("[Where] the decision to grant or deny benefits is reviewed for abuse of discretion, a motion for summary judgment is merely the conduit to bring the legal question before the district court and the usual tests of summary judgment, such as whether a genuine dispute of material fact exists, do not apply.") (internal quotation marks and citation omitted). Stated otherwise, conflicting evidence regarding disability cannot alone preclude summary judgment because an administrator's decision to reject certain evidence while crediting conflicting evidence may be reasonable. *Id.*

III. ANALYSIS

A District Court analyzes an administrator's benefits decision using a six-step framework:

1) Apply the *de novo* standard to determine whether the claim administrator's benefits-denial decision is "wrong" (i.e., the court disagrees with the administrator's decision); if it is not, then end the inquiry and affirm the decision.

2) If the administrator's decision in fact is "*de novo* wrong," then determine whether he was vested with discretion in reviewing claims; if not, end judicial inquiry and reverse the decision.

3) If the administrator's decision is "*de novo* wrong" and he was vested with discretion in reviewing claims, then determine whether "reasonable" grounds supported it (hence, review his decision under the more deferential arbitrary and capricious standard).

4) If no reasonable grounds exist, then end the inquiry and reverse the administrator's decision; if reasonable grounds do exist, then determine if he operated under a conflict of interest.

5) If there is no conflict, then end the inquiry and affirm the decision.

6) If there is a conflict, the conflict should merely be a factor for the court to take into account when determining whether an administrator's decision was arbitrary and capricious.

Blankenship v. Metro. Life Ins. Co., 644 F.3d 1350, 1355 (11th Cir. 2011). Under the six-step framework, a plaintiff bears the burden to show that he is disabled and that a defendant's decision

to deny long-term disability benefits was wrong. *Glazer v. Reliance Standard Life Ins. Co.*, 524 F.3d 1241, 1247 (11th Cir. 2008) (citation omitted). Furthermore, a plaintiff's burden remains "the same whether [an insurer] denies a claim initially or decides to discontinue benefits after initially approving them." *Bloom v. Hartford Life & Acc. Ins. Co.*, 917 F. Supp. 2d 1269, 1282 (S.D. Fla. 2013), *aff'd*, 558 F. App'x 854 (11th Cir. 2014) (internal quotation and citation omitted). There is no shifting of the claimant's burden of proof to establish a disability once a plan administrator honors a claim. *Hufford v. Harris Corp.*, 322 F. Supp. 2d 1345, 1360 (M.D. Fla. 2004) (citing *Levinson v. Reliance Standard Life Insurance Co.*, 245 F.3d 1321 (11th Cir.2001)). As a result of the payment of benefits, the plan does not incur the burden of showing a change in claimant's condition in order to justify a termination of benefits; the claimant retains the burden of proving continued disability. *Id.*

Having conducted a *de novo* review of the administrative record, this Court does not find that the administrator's benefits-denial decision was wrong. While the record demonstrates that Plaintiff continued to suffer from potential symptoms of bipolar disorder or additional mental health symptoms after the termination date of October 16, 2020, the Court finds that Plaintiff did not meet her threshold burden to prove that she continued to be disabled as defined by the Policy. Under the Policy, it was Plaintiff's burden to prove (1) she was receiving appropriate care and treatment and complying with the requirements of such treatment; (2) she was unable to earn more than 80% of her predisability earnings at her own occupation from any employer in her local economy; and (3) she was unable to perform each of the material duties of her own occupation. (JSMF, ECF No. 28 at ¶ 4.) Plaintiff argues that the benefits termination decision was wrong because MetLife failed to consider the nature of bipolar disorder, that Dr. Ghebrendias never met her and offered no opinion on her ability to perform her occupational duties, and that the

preponderance of the evidence supported that she was disabled. (ECF No. 26.) However, it was Plaintiff's burden to prove that she *could not* perform her occupational duties, rather than MetLife's burden to prove that she *could*. (JSMF, ECF No. 28 at ¶ 4.) *See Hufford*, 322 F. Supp. 2d at 1360 (noting that claimant "retains the burden of proving continued disability" after benefits are discontinued and that the administrator "does not incur the burden of showing a change in claimant's condition in order to justify a termination of benefits.")

Following MetLife's initial approval of Plaintiff's LTD claim, the Policy authorized its ability to request proof of ongoing disability. (JSMF, ECF No. 28 at ¶ 7.) Noting a lack of current medical records, Defendant did just that on May 26, 2020. (AR, ECF No. 22-1, pg. 300, 305.) As of July 17, 2020, Plaintiff submitted notes from her previous psychiatrist for treatment from December 2019-February 2020. (*Id.* at pg. 305-06.) As those notes were not current, they did not support an ongoing disability. The claims specialist recommended closing the claim on July 24, 2020, due to the lack of records to support the claim. (*Id.* at pg. 308-310.) Instead, the claim was suspended for 90 days due to California's State of Emergency and the COVID-19 pandemic guidelines. (*Id.* at pg. 317.) On November 24, 2020, Defendant gave Plaintiff an extension to submit updated clinical records due to the ongoing state of emergency. (*Id.* at pg. 332-38.) In early December 2020, Defendant received the information regarding Plaintiff's partial hospitalization program at PeakView from September 22, 2020 to October 16, 2020. (*Id.* at pg. 344.) Those documents supported that Plaintiff was disabled through October 16, 2020, as Plaintiff obviously could not earn more than 80% of her predisability earnings or perform any of the material duties of her own occupation during the time of her treatment. (PSMF, ECF No. 27 at ¶ 19.)

However, upon discharge from PeakView, treating psychiatrist Dr. Punjwani reported Plaintiff's prognosis to be good and, with respect to work functionality, opined that her

"impairment affects but does not preclude ability to function." (Def.'s Resp. to PSMF, ECF No. 35 at ¶ 34.) Plaintiff denied "anxiety or depression, … visual or auditory hallucinations" and was considered to be "stable," alert, and awake, with logical thought process, appropriate affect, euthymic mood, clear/goal-directed association, and normal attention/concentration upon discharge. (*Id.* at ¶ 18.) Dr. Punjwani indicated Plaintiff had no restrictions or limitations in driving, making decisions regarding finances or legal matters, completing household chores/tasks, shopping, attending school, or traveling out of state. (*Id.* at ¶ 33.) This is not to say that PeakView cured Plaintiff of her bipolar disorder or any other mental health conditions or that she did not continue to have symptoms post-treatment. However, Plaintiff did not provide proof of ongoing *disability*, as defined by the Policy, following her discharge from PeakView. (AR, ECF No. 22-1, pg. 345-46.)

In January 2021, Defendant received Dr. Stevens' therapy notes from November and December 2020. (*Id.* at 349.) The initial Intake Questionnaire, dated November 9, 2020, indicates that Plaintiff sought counseling because she was "trying to heal from her whole life." (*Id.* at 738.) During the period of treatment with Dr. Stevens from November 2020 to March 2021, the progress notes demonstrate that Plaintiff was struggling primarily with anxiety and depression at varying degrees, as well as mania on occasion. (*Id.* at 706-742.) However, Dr. Stevens never opined as to Plaintiff's ability to return to work as a result of these symptoms. (*Id.*)

This Court is aware that bipolar disorder is "episodic in nature," and that the disease is thus characterized by "regular fluctuations even under proper treatment." *Jelinek v. Astrue*, 662 F.3d 805, 814 (7th Cir. 2011). This Court does not intend to discount Plaintiff's condition or struggles; however, the records provided in support of Plaintiff's claim did not prove that she continued to suffer from a disability as defined by the Policy, as was her burden. While the records did show

that Plaintiff was receiving appropriate care and treatment for her conditions and complying with the requirements of such treatment, nothing in the administrative record following Plaintiff's discharge from PeakView proves that she was unable to earn more than 80% of her predisability earnings at her own occupation from any employer in her local economy or that she was unable to perform each of the material duties of her own occupation. Plaintiff's attempts to shift the burden to Defendant to establish that she *could* earn more than 80% of her predisability earnings or that she was *able* to perform each of the material duties of her own occupation are without merit. *Hufford*, 322 F. Supp. 2d at 1360. Because the Court does not find that the claim administrator's benefits-denial decision was wrong, the inquiry ends here, and the decision is affirmed. *Blankenship*, 644 F.3d at 1355.

IV. CONCLUSION

Accordingly, it is **ORDERED AND ADJUDGED** that:

1. Plaintiff's Motion for Summary Judgment, (ECF No. 26), is **DENIED**.
2. Defendant's Motion for Summary Judgment, (ECF No. 29), is **GRANTED**.
3. The Clerk is **DIRECTED** to enter judgment in favor of Defendant, Metropolitan Life Insurance Company, **CLOSE** this case, and **DENY** any additional pending motions as moot.

DONE AND ORDERED in Chambers at Miami, Florida, this 22 day of March, 2024.

JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
All Counsel of Record